

# EXHIBIT 1

Aldy, Gary Keith

February 21, 2008

Sacramento, CA

Page 1

UNITED STATES DISTRICT COURT

DISTRICT OF MASSACHUSETTS

-----X

In re: PHARMACEUTICAL INDUSTRY )

AVERAGE WHOLESALE PRICE )

LITIGATION )

-----X MDL No. 1456

United States of America, ex ) Civil Action

rel. Ven-a-Care of the Florida ) No. 01-12257-PBS

Keys, Inc. vs. Abbott )

Laboratories, Inc., )

CIVIL ACTION No. 06-11337-PBS )

-----X

THURSDAY, FEBRUARY 21, 2008

VIDEOTAPED DEPOSITION OF

GARY KEITH ALDY

Reported By: INA C. LeBLANC

CSR No. 6713

Henderson Legal Services, Inc.

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<p style="text-align: right;">Page 154</p> <p>1 007, Exhibit Aldy 008, Exhibit Aldy 009, Exhibit  2 Aldy 010, Exhibit Aldy 011, Exhibit Aldy 012,  3 and Exhibit Aldy 014 WERE MARKED FOR  4 IDENTIFICATION.)  5 BY MR. SISNEROS:  6 Q. All right, Mr. Aldy. I'm going to be  7 asking you if you know what -- what some terms  8 mean. The first term I want to ask you --  9 Have you ever heard of the term  10 "catalogue price"?  11 A. It's typically our list price.  12 Q. So list price and catalogue price are  13 the same?  14 A. That's my understanding.  15 Q. What is that price?  16 A. It's our published list price.  17 Q. How is it used?  18 A. The only time that I would use list  19 price is if a customer didn't belong to a GPO or  20 have some other type of contract.  21 Q. Did you make a lot of sales at list  22 price?</p>	<p style="text-align: right;">Page 156</p> <p>1 arena where I was aware of that pricing, or  2 talked about that pricing, so just the wholesale  3 price.  4 Q. And none of your customers involved  5 wholesalers. That's correct, right?  6 A. I'm sorry?  7 Q. None of your customers were wholesaler  8 based?  9 A. I didn't call them wholesalers, no.  10 Q. Have you heard of a term called DAC?  11 A. No.  12 Q. D-A-C?  13 A. No. I'm not familiar with DAC.  14 Q. Distributor acquisition cost?  15 A. Previous to you saying that, I don't  16 think I have ever heard that term used.  17 Q. Have you ever heard of a price called  18 Rx link price?  19 A. I have heard of Rx link, yes.  20 Q. And what is that?  21 A. It was some pricing that was out there,  22 but I don't know -- I didn't use Rx link.</p>
<p style="text-align: right;">Page 155</p> <p>1 A. No.  2 Q. Most -- Well, let me ask you this: In  3 your experience, were contract prices lower than  4 list price?  5 A. Yes.  6 Q. Were they significantly lower than list  7 price?  8 MR. COLE: Object to the form.  9 THE WITNESS: I could not tell you  10 percentage- wise, but they were lower than list  11 price, yes.  12 BY MR. SISNEROS:  13 Q. And other than the use that you've just  14 identified for list price, do you know of any  15 other uses for list price?  16 A. No.  17 Q. Okay. Have you heard of the term  18 wholesale acquisition cost, or WAC?  19 A. I've heard of the term, yes.  20 Q. What is that?  21 A. I would -- I'm just assuming or -- You  22 know, I really don't -- I didn't work in that</p>	<p style="text-align: right;">Page 157</p> <p>1 Q. Okay. Have you ever heard of a term  2 called average wholesale price, AWP?  3 A. Yes.  4 Q. What is that?  5 A. Again, that's something that I didn't  6 participate in or work with, but -- other than it  7 being the average price of a wholesale product,  8 so I....  9 Q. Okay. I have to follow up on your  10 answer, because the way you answered was  11 "something I didn't participate in," but really  12 my question was more general.  13 A. Okay.  14 Q. My question was: Do you know what AWP  15 is?  16 A. I am not privy to AWP.  17 Q. So you don't know what it is?  18 A. Average wholesale price, is what you  19 told me, and I don't -- other than that....  20 Q. Do you know how AWP was used?  21 A. We didn't -- We didn't discuss AWP.  22 Q. Okay. I appreciate your answer, and,</p>

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<p>1 again, my question was more general.  2 Did you know how AWP was used?  3 A. No.  4 Q. Okay. Have you heard of the term  5 direct price, or DP?  6 A. No.  7 Q. Have you heard of Red Book?  8 A. I've heard of Red Book, yes.  9 Q. What is Red Book?  10 A. To the best of my knowledge, it's a  11 database that the -- my customers used.  12 Q. For what?  13 A. For whatever Red Book is for.  14 Q. How do you know your customers used Red  15 Book?  16 A. Because I've heard them mention Red  17 Book.  18 Q. To you?  19 A. I guess it would have been to me.  20 Q. What did they say about Red Book?  21 A. Probably would have just been a  22 reference to something in Red Book.</p>	<p>1 A. Correct.  2 Q. And you didn't talk about reimbursement  3 with your customers?  4 A. Correct.  5 Q. Why is that?  6 A. In my early training with Abbott, I  7 have a recall of just being told that those are  8 things that are not to be discussed with the  9 customers.  10 Q. Who told you that?  11 A. Best of my recollection, it would have  12 been my district manager, Debbie Paulson.  13 Q. And you were hired in '97, so this is  14 something that you would have been told after  15 your hire date?  16 A. Yes.  17 Q. Do you recall with reference to your  18 hire date how long afterwards you were told this?  19 A. No, I don't.  20 Q. Do you have a recollection if you were  21 told this at the time of your hiring?  22 A. No, I don't.</p>
Page 159	Page 161
<p>1 Q. Have you ever heard of the word spread?  2 A. I've heard of the word spread, yes.  3 Q. And in your experience at Abbott, what  4 did spread mean?  5 MR. COLE: Object to the form.  6 THE WITNESS: That was not something  7 that I dealt with as far as products were  8 concerned. I don't -- We just didn't do anything  9 with anything that incorporated spread in it.  10 BY MR. SISNEROS:  11 Q. Okay. And, again, I appreciate your  12 answer, but my question is broader. Do you know  13 what spread is?  14 A. I really don't know what spread is, no.  15 Q. Okay. You've testified several times  16 today that you didn't talk about reimbursement;  17 is that right?  18 A. Um-hmm.  19 Q. Is that a yes?  20 A. Yes.  21 Q. You didn't talk about AWP with your  22 customers?</p>	<p>1 Q. When you were told this, were you told  2 this one to one or in a group setting?  3 A. I would have said -- I would say one to  4 one.  5 Q. Were you told this over the telephone?  6 A. I don't recall.  7 Q. Was this ever communicated to you in  8 writing?  9 A. Not that I recall.  10 Q. Were you -- What is your understanding  11 of why you should not discuss reimbursement or  12 AWP with your customers?  13 MR. COLE: Object to the form.  14 THE WITNESS: Could you restate that?  15 MR. SISNEROS: Sure.  16 Q. Did Debbie Paulson tell you why you  17 should not be discussing reimbursement with  18 customers?  19 A. Just that that was not anything that we  20 were involved in, and it wasn't a part of what I  21 do.  22 Q. That's all?</p>

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<p style="text-align: right;">Page 330</p> <p>1 BY MS. FORD:</p> <p>2 Q. Okay. Is that same -- Is that also</p> <p>3 true with respect to your hard copy files?</p> <p>4 A. Yeah. I would go through and purge</p> <p>5 files as -- from time to time, yes, ma'am.</p> <p>6 Q. Okay. Mr. Aldy, I'm almost finished.</p> <p>7 I appreciate your patience. I am just quickly</p> <p>8 looking through my notes to see if I have any</p> <p>9 further questions for you.</p> <p>10 A. You're the one staying up late.</p> <p>11 MS. FORD: United States has no further</p> <p>12 questions at this time. We do reserve the right</p> <p>13 to recall Mr. Aldy based upon pending document</p> <p>14 production by Abbott and pending motion to compel</p> <p>15 documents.</p> <p>16 I also request that the documents</p> <p>17 produced today by Mr. Aldy at his deposition be</p> <p>18 sent to the United States in response to the</p> <p>19 subpoena.</p> <p>20 And I pass the witness.</p> <p>21 MR. COLE: Can we take a break?</p> <p>22 MR. SISNEROS: Sure.</p>	<p style="text-align: right;">Page 332</p> <p>1 EXAMINATION</p> <p>2 BY MR. COLE:</p> <p>3 Q. Mr. Sisneros asked you some questions</p> <p>4 earlier today about your understanding of certain</p> <p>5 pricing terms. Do you remember those questions?</p> <p>6 A. Yes.</p> <p>7 Q. And I believe you -- he asked you some</p> <p>8 questions about AWP. Do you remember those</p> <p>9 questions?</p> <p>10 A. Yes.</p> <p>11 Q. And I believe you testified that you</p> <p>12 understood that AWP stood for average wholesale</p> <p>13 price; is that right?</p> <p>14 A. Yes.</p> <p>15 Q. Other than standing -- Other than</p> <p>16 standing for the words "average wholesale price,"</p> <p>17 do you have any understanding of what AWP means?</p> <p>18 A. I do not.</p> <p>19 MS. FORD: Objection to form.</p> <p>20 BY MR. COLE:</p> <p>21 Q. Do you know how AWP is or has ever been</p> <p>22 calculated?</p>
<p style="text-align: right;">Page 331</p> <p>1 THE VIDEOGRAPHER: Counsel on the</p> <p>2 phone, just for the record, can you please state</p> <p>3 your name? I don't think we got your name at the</p> <p>4 beginning of the deposition.</p> <p>5 MS. FORD: I did introduce myself on</p> <p>6 the record, but, again, it's Rebecca Ford.</p> <p>7 THE VIDEOGRAPHER: Thank you very much.</p> <p>8 MS. FORD: You're welcome.</p> <p>9 THE VIDEOGRAPHER: We are now off the</p> <p>10 video record. The time is 5:13 p.m.</p> <p>11 (Recess taken.)</p> <p>12 THE VIDEOGRAPHER: We are back on the</p> <p>13 video record. The time is approximately 5:20</p> <p>14 p.m.</p> <p>15 MR. SISNEROS: Just a comment before we</p> <p>16 get started. I'm going to join in the</p> <p>17 reservation made by the U.S. regarding any</p> <p>18 pending document production as well as in the</p> <p>19 California case.</p> <p>20 MR. COLE: Mr. Aldy, I just have a few</p> <p>21 questions for you, and then we can finish this</p> <p>22 deposition.</p>	<p style="text-align: right;">Page 333</p> <p>1 A. No, I don't.</p> <p>2 Q. Do you know who calculates or has</p> <p>3 calculated AWP?</p> <p>4 A. No.</p> <p>5 Q. Do you know anything about the formula</p> <p>6 used or the input used for how AWP is calculated?</p> <p>7 A. No.</p> <p>8 MS. FORD: Objection to form.</p> <p>9 BY MR. COLE:</p> <p>10 Q. Do you -- Let me start over. Have you</p> <p>11 ever marketed --</p> <p>12 In all your time at Abbott and Hospira,</p> <p>13 did you ever market any of Abbott's products that</p> <p>14 you sold to a customer based on the product's</p> <p>15 AWP?</p> <p>16 A. No, I didn't.</p> <p>17 Q. In all of your time at Abbott and</p> <p>18 Hospira, did you ever market a product to a</p> <p>19 customer based on the difference between the</p> <p>20 acquisition cost of that product and what the</p> <p>21 customer might receive in reimbursement?</p> <p>22 A. No, I didn't.</p>

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<p style="text-align: right;">Page 334</p> <p>1 Q. Ms. Ford asked you some questions about</p> <p>2 some -- a laptop computer that you used from time</p> <p>3 to time during your employment with either Abbott</p> <p>4 or Hospira.</p> <p>5 MS. FORD: Objection to form.</p> <p>6 MR. COLE: I haven't asked a question</p> <p>7 yet, but that's fine.</p> <p>8 Q. Do you remember those questions about a</p> <p>9 laptop computer?</p> <p>10 A. Yes.</p> <p>11 Q. Are you certain that the laptop --</p> <p>12 MS. FORD: I'm objecting to your</p> <p>13 characterization "from time to time." I don't</p> <p>14 believe that's consistent with the witness's</p> <p>15 testimony.</p> <p>16 BY MR. COLE:</p> <p>17 Q. Do you remember the questions that Ms.</p> <p>18 Ford asked you about a laptop computer?</p> <p>19 A. Yes, I do.</p> <p>20 Q. Are you certain -- As you testify here</p> <p>21 today, are you certain that you received a laptop</p> <p>22 computer from Abbott?</p>	<p style="text-align: right;">Page 336</p> <p>1 respect to the last question.</p> <p>2 BY MR. COLE:</p> <p>3 Q. You just don't recall such an</p> <p>4 instruction as you sit here today?</p> <p>5 A. I don't remember the specifics of it at</p> <p>6 this time. I don't recall.</p> <p>7 MR. COLE: Those are all the questions</p> <p>8 I have.</p> <p>9 MS. FORD: I have a few follow-up</p> <p>10 questions.</p> <p>11</p> <p>12 FURTHER EXAMINATION</p> <p>13 BY MS. FORD:</p> <p>14 Q. Mr. Aldy, although you don't recall</p> <p>15 whether you received a laptop computer issued to</p> <p>16 you by Abbott or whether it was by Hospira, you</p> <p>17 were using e-mail in communicating during the</p> <p>18 time that you were employed by Abbott; is that</p> <p>19 correct?</p> <p>20 A. Yes. There was a period of time at</p> <p>21 Abbott when I used e-mail to communicate, yes.</p> <p>22 Q. During the period of time that you were</p>
<p style="text-align: right;">Page 335</p> <p>1 A. I do not -- There's some question as to</p> <p>2 whether it was before or after the transition</p> <p>3 time with Hospira. I don't recall.</p> <p>4 Q. So is it possible that the company-</p> <p>5 issued laptop that you have in mind was -- that</p> <p>6 you did not receive it until the spinoff of</p> <p>7 Hospira?</p> <p>8 A. That's --</p> <p>9 MS. FORD: Objection to form. Calls</p> <p>10 for speculation.</p> <p>11 THE WITNESS: That is possible, that it</p> <p>12 was given to me by Hospira and not Abbott.</p> <p>13 BY MR. COLE:</p> <p>14 Q. Ms. Ford asked you some questions about</p> <p>15 the collection of documents or the gathering of</p> <p>16 documents and what you remember about that topic.</p> <p>17 Is it possible that you received an instruction</p> <p>18 to either preserve or gather documents while you</p> <p>19 were an Abbott employee?</p> <p>20 A. Yes, it is possible that I could have</p> <p>21 received that.</p> <p>22 MS. FORD: Objection to form with</p>	<p style="text-align: right;">Page 337</p> <p>1 using your home computer for e-mail, at least</p> <p>2 part of that time you had an Abbott-issued e-mail</p> <p>3 address; is that correct?</p> <p>4 A. Yes, ma'am.</p> <p>5 Q. And we've seen, for example, a document</p> <p>6 from 2000 when you were receiving e-mail from</p> <p>7 Abbott; is that correct?</p> <p>8 A. Yes, ma'am.</p> <p>9 Q. And during that time were you also</p> <p>10 sending e-mail to the various groups that we</p> <p>11 spoke about within Abbott?</p> <p>12 A. Yes, I would have.</p> <p>13 Q. And also with customers?</p> <p>14 A. Yes.</p> <p>15 MS. FORD: I have no further -- Oh, I</p> <p>16 actually do have another question.</p> <p>17 Q. You also testified that after the</p> <p>18 spinoff of Abbott's Hospira products division to</p> <p>19 Hospira, you maintained your Abbott files; is</p> <p>20 that correct?</p> <p>21 A. Yes.</p> <p>22 Q. And those files then became Hospira</p>

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<p style="text-align: right;">Page 338</p> <p>1 files; is that correct?</p> <p>2 A. Yes, ma'am.</p> <p>3 Q. At that time did you provide copies of</p> <p>4 your Abbott files to anyone at Abbott?</p> <p>5 A. No, because we were spun off into</p> <p>6 Hospira. Basically, the same business.</p> <p>7 Q. But no one within Abbott requested from</p> <p>8 you copies of all of your files for their own</p> <p>9 corporate records; is that correct?</p> <p>10 MR. COLE: Object to the form.</p> <p>11 THE WITNESS: Could you clarify your</p> <p>12 meaning? When we were spun off into Hospira, did</p> <p>13 I provide copies of my Abbott files to Abbott at</p> <p>14 that time?</p> <p>15 MS. FORD: That's correct. That's my</p> <p>16 question.</p> <p>17 THE WITNESS: No, I did not.</p> <p>18 BY MS. FORD:</p> <p>19 Q. So to the extent that you still had</p> <p>20 Abbott files when you left Hospira's employment,</p> <p>21 were those files provided to your district</p> <p>22 manager?</p>	<p style="text-align: right;">Page 340</p> <p>1 --o0o--</p> <p>2 I, INA C. LeBLANC, a Certified Shorthand</p> <p>3 Reporter of the State of California, duly authorized to</p> <p>4 administer oaths, do hereby certify:</p> <p>5 That I am a disinterested person herein; that</p> <p>6 the Witness, GARY KEITH ALDY, named in the foregoing</p> <p>7 deposition was by me duly sworn to testify the truth,</p> <p>8 the whole truth, and nothing but the truth; that the</p> <p>9 deposition was reported in shorthand by me,</p> <p>10 INA C. LeBLANC, a Certified Shorthand Reporter of the</p> <p>11 State of California, and thereafter transcribed into</p> <p>12 typewriting.</p> <p>13 That before completion of the deposition,</p> <p>14 review of the transcript [ ] was [ X ] was not</p> <p>15 requested. If requested, any changes made by the</p> <p>16 deponent (and provided to the Reporter) during the</p> <p>17 period allowed are appended hereto.</p> <p>18</p> <p>19 Dated: _____</p> <p>20 _____</p> <p>21 INA C. LeBLANC</p> <p>22 CSR No. 6713</p>
<p style="text-align: right;">Page 339</p> <p>1 A. Yes, they were.</p> <p>2 MS. FORD: Thank you. I have no</p> <p>3 further questions at this time.</p> <p>4 MR. COLE: Thanks everyone.</p> <p>5 THE WITNESS: Thank you.</p> <p>6 MS. FORD: Thank you very much for your</p> <p>7 time.</p> <p>8 THE VIDEOGRAPHER: This is the end of</p> <p>9 tape five, volume one. This also concludes</p> <p>10 today's deposition of Gary Keith Aldy. The time</p> <p>11 is approximately 5:28 p.m.</p> <p>12 (Thereupon the deposition was</p> <p>13 adjourned at 5:28 p.m.)</p> <p>14</p> <p>15</p> <p>16</p> <p>17 Signed under penalty of perjury:</p> <p>18 _____</p> <p>19 GARY KEITH ALDY</p> <p>20 _____</p> <p>21 _____</p> <p>22 Date</p>	

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# EXHIBIT 2



Babington, Catherine V. CONFIDENTIAL - ATTORNEYS' EYES ONLY

August 28, 2007

Chicago, IL

Page 1

IN THE UNITED STATES  
DISTRICT OF MASSACHUSETTS

IN RE: PHARMACEUTICAL )  
INDUSTRY AVERAGE WHOLESALE )  
PRICE LITIGATION ) MDL No. 1456  
 ) Civil Action No.  
THIS DOCUMENT RELATES TO: ) 01-CV-12257-PBS  
 )  
ALL CASES )  
 ) Judge Patti B. Saris

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ORAL AND VIDEOTAPED DEPOSITION OF

CATHERINE V. BABINGTON

August 28, 2007

CONFIDENTIAL, ATTORNEYS' EYES ONLY

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## Chicago, IL

<p style="text-align: right;">Page 66</p> <p>1 reason to question his, his statement in that 2 regard; do you? 3 MR. DALY: Object to the form. 4 THE WITNESS: You know, I'm not going 5 to speculate on whether he may or may not have 6 remembered. I don't know. 7 MR. GOBENA: I don't believe this was 8 previously marked in a deposition, so I guess 9 we'll have it marked here now. I can't recall 10 what the next number is. 11 THE REPORTER: Plaintiff's Exhibit 1302. 12 MR. GOBENA: Plaintiff's Exhibit 1302. 13 (Plaintiff's Exhibit 1302 14 for Identification 15 was so marked.) 16 BY MR. GOBENA: 17 Q. I'm actually not going to ask you about 18 the attachment. I'm just going to ask you about 19 the cover memo, so why don't you just look at 20 that. 21 A. Okay. Okay. 22 Q. Okay. You'll see on the top right</p>	<p style="text-align: right;">Page 68</p> <p>1 A. Uh-huh. 2 Q. Do you see that? 3 A. Yes. 4 Q. Do you know what the Medicare Working 5 Group was, as referenced here in the December '96 6 memorandum? 7 A. No. 8 Q. Do you recall ever being a member of an 9 entity at Abbott known as the Medicare Working 10 Group? 11 A. I do not recall that. 12 Q. But you are listed here in the "to" 13 line, though, in a discussion about the Medicare 14 Working Group; isn't that correct? 15 A. That is correct. 16 Q. Do you recall ever participating in 17 meetings with some of the individuals listed here 18 where Medicare issues were ever discussed in this 19 time frame? 20 A. No, I don't. 21 Q. And if you received this memorandum 22 from Mr. Rieger, would you have reviewed it?</p>
<p style="text-align: right;">Page 67</p> <p>1 corner this is a memorandum from Richard Rieger, 2 and it says here his title is Manager for 3 Strategic Planning. 4 Does this all -- at all, that title at 5 all refresh your recollection any more about who 6 Mr. Rieger was? 7 A. It does not. 8 Q. The memorandum is dated December 6th, 9 1996 and there's a bunch of addressees there 10 listed, including yourself? 11 A. Yes. 12 Q. And there's some other -- there's some 13 names that we've seen from other documents that 14 may be familiar, such as Mr. Buell? 15 A. Yes. 16 Q. Ms. Tobiason? 17 A. Yes. 18 Q. Mr. Tootell, Mr. Landsidle and 19 Ms. Haas. Do you see those names there? 20 A. Yes, uh-huh. 21 Q. And if you go to the re line, it says, 22 "Re: Medicare Working Group Update"?</p>	<p style="text-align: right;">Page 69</p> <p>1 MR. DALY: Object to the form. 2 THE WITNESS: I don't know. 3 BY MR. GOBENA: 4 Q. Did you generally as a matter of course 5 review documents that were addressed to you when 6 you're -- during your time of employ at Abbott? 7 MR. DALY: Object to the form. Go 8 ahead. 9 THE WITNESS: I get, you know, 10 thousands of documents a week. I don't review 11 every one of them. 12 BY MR. GOBENA: 13 Q. Okay. This document has been 14 previously marked as Exhibit 1170. And I'm not 15 going to spend much time on the attachment. I 16 want you to sort of to, to look at the cover 17 memorandum here. 18 A. Okay, okay, uh-huh. 19 Q. Again, if, if you go to the center of 20 this document, which is dated December 13th, '96, 21 there's a reference to the Medicare Working Group 22 meeting on December 16th, 1996.</p>

18 (Pages 66 to 69)

# EXHIBIT 3

IN THE CIRCUIT COURT OF KANAWHA COUNTY,  
WEST VIRGINIA

STATE OF WEST VIRGINIA, EX REL  
DARRELL V. MC GRAW, JR.,  
ATTORNEY GENERAL,

Plaintiffs,  
vs.  
No. 01-C-3011

WARRICK PHARMACEUTICALS  
CORPORATION, SCHERING-PLOUGH  
CORPORATION, DEY, INC.,  
ABBOTT LABORATORIES and  
ABBOTT LABORATORIES, INC.,

Defendants.

The discovery deposition of PETER BAKER,  
taken on the date of July 12, A.D., 2005 at the  
location of 77 West Wacker Drive, 35th Floor, Chicago,  
Illinois pursuant to notice.

HUDSON REPORTING & VIDEO, INC.

124 WEST 30TH STREET

NEW YORK, NEW YORK 10001

Reported By: Dawn M. Lombardo, C.S.R.

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<p style="text-align: right;">Page 6</p> <p>1 PETER BAKER</p> <p>2 A. Commercial Service Operations.</p> <p>3 Q. What is Commercial Service Operations?</p> <p>4 A. It has National Accounts, Contracting, Market</p> <p>5 Research, and what we call Marketing Services, and</p> <p>6 Customer Service.</p> <p>7 Q. Who do you answer to directly in the chain of</p> <p>8 command?</p> <p>9 MS. TABACCHI: I'm going to object to the</p> <p>10 extent that you intend to inquire further about Mr.</p> <p>11 Baker's employment at Hospira. He's here in his</p> <p>12 capacity as a former Abbott employee.</p> <p>13 MR. BARRETT: I understand.</p> <p>14 BY MR. BARRETT:</p> <p>15 Q. Who do you answer directly to in the chain of</p> <p>16 command?</p> <p>17 A. John Arnott.</p> <p>18 Q. And what is his title?</p> <p>19 A. Corporate Vice President of Commercial</p> <p>20 Operations.</p> <p>21 Q. What was your job before becoming Vice</p> <p>22 President?</p> <p>23 A. I was a Vice President with Abbott</p> <p>24 Laboratories prior to our spin.</p> <p>25 Q. Okay. Before I get into your background on</p>	<p style="text-align: right;">Page 8</p> <p>1 PETER BAKER</p> <p>2 A. Yes, I did.</p> <p>3 Q. Who were they?</p> <p>4 A. Mike Sellers, the National Account Managers,</p> <p>5 Chuck Marcaccio, Jerry Besh. It's been a while and</p> <p>6 it's changed. Barry Warzen in our Marketing Services</p> <p>7 area and Meredith Durant in Market Research.</p> <p>8 Q. This isn't meant to be a memory test, but let</p> <p>9 me go through these names as quickly as I can to just</p> <p>10 get their titles. You just gave me the last two. Mark</p> <p>11 Sellers, what was his title?</p> <p>12 A. Mike Sellers.</p> <p>13 Q. Mike Sellers.</p> <p>14 A. Director of Contract Marketing.</p> <p>15 Q. And the National Account Managers, what</p> <p>16 individuals were those?</p> <p>17 A. Chuck Marcaccio and Jerry Besh.</p> <p>18 Q. Okay. And then --</p> <p>19 A. Gary Galinski was --</p> <p>20 Q. Was he a National Account Manager also?</p> <p>21 A. Yes.</p> <p>22 Q. When did you become Vice President at Abbott?</p> <p>23 A. Three years ago.</p> <p>24 Q. 2002?</p> <p>25 A. Yes.</p>
<p style="text-align: right;">Page 7</p> <p>1 PETER BAKER</p> <p>2 employment, let me ask you quickly how far did you go</p> <p>3 in your education?</p> <p>4 A. I have a Bachelor's degree in Marketing,</p> <p>5 Southern Illinois University.</p> <p>6 Q. What year?</p> <p>7 A. '81.</p> <p>8 Q. Do you have any graduate level work?</p> <p>9 A. No.</p> <p>10 Q. What's your current title with Abbott, Vice</p> <p>11 President --</p> <p>12 A. Vice President and General Manager of</p> <p>13 Commercial Service Operations.</p> <p>14 Q. Okay.</p> <p>15 MS. KIM: At Hospira you mean? I think your</p> <p>16 question was Abbott.</p> <p>17 BY MR. BARRETT:</p> <p>18 Q. I'm sorry. I think you just told me, and I</p> <p>19 meant to ask you what your last job was, your last job</p> <p>20 title at Abbott.</p> <p>21 A. Abbott. It was Vice President, Major Health</p> <p>22 Care Systems.</p> <p>23 Q. Was that in the Hospital Products Division?</p> <p>24 A. Yes.</p> <p>25 Q. Did you have direct reports in that position?</p>	<p style="text-align: right;">Page 9</p> <p>1 PETER BAKER</p> <p>2 Q. What was your position immediately before</p> <p>3 that?</p> <p>4 A. I was the General Manager for Alternate Site</p> <p>5 Product Sales within the Hospital Products Division.</p> <p>6 Q. Just for the record, tell me what Alternate</p> <p>7 Site Product Sales is.</p> <p>8 A. It is contracting with customers outside of</p> <p>9 the hospital environment.</p> <p>10 Q. As General Manager did you have customers</p> <p>11 that you called on, in other words, would deal with</p> <p>12 directly?</p> <p>13 MS. TABACCHI: Object to the form.</p> <p>14 THE WITNESS: Could you clarify what --</p> <p>15 BY MR. BARRETT:</p> <p>16 Q. Let's break it down a little bit more and</p> <p>17 we'll get to it. Who were your direct reports when you</p> <p>18 were General Manager of Alternate Site Product Sales?</p> <p>19 A. I had National Accounts, Marketing, a dotted</p> <p>20 line to our contracting area, and the Sales</p> <p>21 organization.</p> <p>22 Q. You say you had "a dotted line to our</p> <p>23 contracting area", what does that mean?</p> <p>24 A. Mike Sellers managed the contracting function</p> <p>25 for HPD, but the contracting area also had a dotted</p>

3 (Pages 6 to 9)

Page 78

1 PETER BAKER  
2 THIS DEPOSITION WILL BE SIGNED UNDER THE RULES AND LAWS  
3 OF THE STATE OF WEST VIRGINIA.  
4  
5 SIGNATURE: \_\_\_\_\_  
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21 (Page 78)

# EXHIBIT 4

UNITED STATES DISTRICT COURT  
DISTRICT OF MASSACHUSETTS

In re: PHARMACEUTICAL )  
INDUSTRY AVERAGE WHOLESALE ) MDL No. 1456  
PRICE LITIGATION ) Civil Action No.  
 ) 01-12257-PBS  
 )  
THIS DOCUMENT RELATES TO: )  
 )  
United States of America, ) Hon. Patti Saris  
ex rel. Ven-a-Care of the )  
Florida Keys, Inc., v. )  
Abbott Laboratories, Inc., )  
and Hospira, Inc. )  
CIVIL ACTION NO. 06-11337-PBS )

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UNITED STATES DISTRICT COURT  
DISTRICT OF MASSACHUSETTS

IN RE: PHARMACEUTICAL )  
INDUSTRY AVERAGE WHOLESALE ) MDL No. 1456  
PRICE LITIGATION ) Civil Action No.  
 ) 01-CV-12257-PBS  
 )  
THIS DOCUMENT RELATES TO: )  
 ) Judge Patti B. Saris  
State of Arizona v. Abbott )  
Labs., et al. )  
Civil Action No. 06-CV-11069-PBS )

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ORAL AND VIDEOTAPED DEPOSITION OF  
PETER BAKER  
April 23, 2007

HIGHLY CONFIDENTIAL

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FREDERICKS-CARROLL REPORTING

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Page 278

1 that really pertains to the same thing.  
 2 Q. Are you saying that they don't pertain to the  
 3 same thing or you just simply don't know?

4 A. I don't know.

5 Q. Okay. And the reason you don't know is  
 6 because you've never really had to deal with the  
 7 nitty-gritty offer of a field-generated agreement, for  
 8 instance, correct?

9 MS. TABACCHI: Object to the form.

10 A. That is true that I have not, I don't think,  
 11 had to deal to that detail, but I'm not sure it  
 12 existed either.

13 Q. (BY MR. ANDERSON) In your leadership role  
 14 over all of the district managers and their reporting  
 15 field reps, did you get an understanding of why a  
 16 given field-generated agreement might be offered?

17 A. Well, field-generated contracts, I think,  
 18 were mostly aimed at selling our devices and it was to  
 19 give a representative a range so that they would not  
 20 have to always check with the home office if they went  
 21 into one of their customers.

22 Q. And when you say "devices," you don't mean to  
 23 limit this only to equipment. It covered drugs as  
 24 well, including the fluids and the injectables, right?

25 MS. TABACCHI: Object to the form.

Page 279

1 A. I don't know that. The majority of our --  
 2 our focus, I think, was on IV pumps in the ambulatory  
 3 setting and so the parameters were to give a price,  
 4 really, on where they could go with the device.

5 Q. (BY MR. ANDERSON) Do you believe that the  
 6 field-generated agreements were limited to devices and  
 7 excluded the drugs?

8 MS. TABACCHI: Object to the form.

9 A. I don't know.

10 Q. (BY MR. ANDERSON) Okay. So you don't have  
 11 any testimony that -- I mean, any knowledge, pardon  
 12 me, and you're not here to testify today that the  
 13 field-generated agreements were always exclusive of  
 14 drugs?

15 MS. TABACCHI: Object to the form.

16 A. I -- I don't know if we had field-generated  
 17 contracts during the time I was in Alternate Site, so  
 18 I --

19 Q. (BY MR. ANDERSON) Do you know how it is that  
 20 a field rep, for instance, an infusion specialist,  
 21 would come to know that they could offer a  
 22 field-generated agreement to a given customer?

23 MS. TABACCHI: Object to the form.

24 A. I just told you, I didn't know if we had  
 25 them, so I don't know how they would go about

Page 280

1 utilizing it.

2 Q. (BY MR. ANDERSON) All right.

3 A. Is that --

4 Q. Are you familiar with any kind of mechanism  
 5 at Abbott where if a customer, for whatever reason,  
 6 rolled off of their contract or their contract became  
 7 outdated, that they would then be notified and offered  
 8 a field-generated agreement?

9 MS. TABACCHI: Object to the form.

10 A. I don't know that that's true.

11 Q. (BY MR. ANDERSON) This simply is something  
 12 you don't know anything about?

13 A. No, I don't know.

14 Q. All right. You mentioned customer service.  
 15 Do you know how customer service was involved with  
 16 billing customers?

17 MS. TABACCHI: Object to the form.

18 A. At what period of time?

19 Q. (BY MR. ANDERSON) From '95 to 2003.

20 A. No, I don't.

21 Q. Do you have any awareness of how customer  
 22 service was involved in notifying field sales  
 23 representatives of customers who were no longer on  
 24 contract?

25 MS. TABACCHI: Object to the form.

Page 281

1 A. No, I don't.

2 Q. (BY MR. ANDERSON) Is it your experience that  
 3 Abbott Alternate Site ever offered list prices to any  
 4 customer?

5 MS. TABACCHI: Object to the form.

6 A. They offered?

7 Q. (BY MR. ANDERSON) Yes.

8 A. They were available to anyone.

9 MR. ANDERSON: Objection, nonresponsive.

10 Q. (BY MR. ANDERSON) I'm asking a different  
 11 question, sir, and I think you understood that because  
 12 you mentioned -- you questioned me about the word  
 13 "offer." So I'll rephrase it.

14 To your knowledge, from 1995 through  
 15 2003 when you were in a sales leadership role at  
 16 Abbott Alternate Site, are you aware of Abbott ever  
 17 offering to sell its products to a customer at list  
 18 price?

19 MS. TABACCHI: Object to the form.

20 A. I'm -- I'm missing your point. We have list  
 21 price available to customers who don't have contracts.  
 22 That's open to anyone who chooses to buy our product  
 23 that for whatever reason had not had a contract with  
 24 us.

25 Q. (BY MR. ANDERSON) And did you ever have any

71 (Pages 278 to 281)

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# EXHIBIT 5

Baker, Peter D. - Vol. II HIGHLY CONFIDENTIAL  
Chicago, IL

February 28, 2008

Page 335

UNITED STATES DISTRICT COURT  
DISTRICT OF MASSACHUSETTS

IN RE PHARMACEUTICAL )  
INDUSTRY AVERAGE WHOLESALE )  
PRICE LITIGATION ) MDL No. 1456  
 ) Civil Action  
THIS DOCUMENT RELATES TO: ) #01-12257-PBS  
United States of America, )  
ex rel. Ven-A-Care of the ) Judge Patti B. Saris  
Florida Keys, Inc., v. )  
Abbott Laboratories, Inc., )  
and Hospira, Inc. )  
CIVIL ACTION NO. 06-11337-PBS)

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Videotaped deposition of PETER D. BAKER - Volume II

FEBRUARY 28, 2008

(CAPTIONS CONTINUE ON FOLLOWING PAGE)

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Chicago, IL

February 28, 2008

<p style="text-align: right;">Page 412</p> <p>1 BY MS. ST. PETER-GRIFFITH: 2 Q. Do you have any information or 3 knowledge or personal awareness of any lack of 4 fraud on behalf of Abbott? 5 MS. TABACCHI: Object to the form. 6 THE WITNESS: No. 7 BY MS. ST. PETER-GRIFFITH: 8 Q. Sir, are you aware -- are you familiar 9 with or aware of any transactions between the 10 United States and Abbott? 11 MS. TABACCHI: Object to the form. 12 THE WITNESS: No. 13 BY MS. ST. PETER-GRIFFITH: 14 Q. All right, now that we've gone through 15 this list, I've got a couple more questions. 16 Sir, do you have any personal knowledge 17 or information or familiarity with the sale and 18 marketing of the subject drugs? 19 A. I -- I may. That's a very broad 20 statement, so -- 21 Q. Okay. Well, let's -- I want to break 22 down -- I mean, I want you to answer the question</p>	<p style="text-align: right;">Page 414</p> <p>1 BY MS. ST. PETER-GRIFFITH: 2 Q. Okay. 3 A. But I don't -- I mean, other than that 4 it's a product that we've had for some time. 5 Q. Okay, and is -- do you -- do you recall 6 what the dollar value -- volume of the sales was 7 for vancomycin? 8 A. No, I do not. 9 Q. Okay. Is that something that you, 10 within any of the various positions that you've 11 held within HPD, would have had to have been 12 familiar with or would have had any 13 responsibility over? 14 MS. TABACCHI: Object to the form. 15 THE WITNESS: Only as part of a -- on a 16 broader context of overall sales, for example 17 within Alternate Site, how that fit in the 18 portfolio, but not -- I was responsible for the 19 total portfolio. So no specific drugs 20 necessarily. 21 BY MS. ST. PETER-GRIFFITH: 22 Q. Do you recall whether there was a</p>
<p style="text-align: right;">Page 413</p> <p>1 as asked, but if we need to break it down, we can 2 do that as well. 3 A. I would -- I would respond with I may, 4 depending upon how you -- 5 Q. Okay. Well, what -- what -- what is 6 your familiarity with the marketing of any of the 7 subject drugs that are on that list in front of 8 you at any time during your tenure with HPD? 9 A. I would say none from a marketing 10 perspective. 11 Q. Okay. What about from a sales 12 perspective? What's your familiarity with the 13 sale of any of the subject drugs on that list? 14 A. It -- it was one of Abbott's products, 15 and that that was part of a portfolio that we 16 would offer as -- as part of a potential contract 17 opportunity with customers. 18 Q. Are you familiar with the sales -- 19 Abbott sales history within its Hospital Products 20 Division of vancomycin? 21 MS. TABACCHI: Object to the form. 22 THE WITNESS: I know there is one.</p>	<p style="text-align: right;">Page 415</p> <p>1 marketing plan for vancomycin? 2 A. Not -- I -- not that I've ever seen. 3 Q. Okay. There may have been, but it 4 might have been something that you didn't see? 5 A. No -- 6 MS. TABACCHI: Object to the form. 7 THE WITNESS: I would say there may 8 have been one for all overall portfolio of 9 injectable products, but I don't know that there 10 was ever one specifically for vancomycin, to my 11 recollection. 12 BY MS. ST. PETER-GRIFFITH: 13 Q. Okay. What was the marketing plan for 14 your injectable products? 15 MS. TABACCHI: Object to the form. 16 THE WITNESS: I -- I don't remember any 17 details of any specific marketing plans for our 18 products. 19 BY MS. ST. PETER-GRIFFITH: 20 Q. Can you identify how the Alt Site sales 21 force sold the subject drugs as part of Abbott's 22 product line?</p>

21 (Pages 412 to 415)

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<p style="text-align: right;">Page 416</p> <p>1 MS. TABACCHI: Object to the form. 2 THE WITNESS: Well, the customer would 3 ask for or maybe send out a bid or would ask for 4 the subject drugs or our entire portfolio and ask 5 for pricing on those products, and the 6 representative would then talk to our contracting 7 area to determine what might be appropriate 8 pricing for that institution or customer, and 9 then they would put an offer together that 10 included a price list for those products. 11 BY MS. ST. PETER-GRIFFITH: 12 Q. Were there parameters for the price 13 list? Like, was there sort of a ceiling and a 14 floor as to what could be offered? 15 MS. TABACCHI: Object to the form. 16 THE WITNESS: No, I don't -- not -- 17 none that I recall, no. 18 BY MS. ST. PETER-GRIFFITH: 19 Q. Who set the pricing? 20 MS. TABACCHI: Object to the form. 21 THE WITNESS: From -- from what 22 perspective?</p>	<p style="text-align: right;">Page 418</p> <p>1 MS. TABACCHI: Object to the form. 2 THE WITNESS: I -- I don't know, and I 3 don't -- I don't think there was any specific 4 impact. 5 BY MS. ST. PETER-GRIFFITH: 6 Q. Okay. Now, are you familiar with how 7 your home infusion department sold Abbott 8 product, including the subject drugs? 9 MS. TABACCHI: Object to the form. 10 THE WITNESS: Well, I -- I have a, 11 again, dated memory of how I think it was done at 12 the time that I was part of that group -- 13 BY MS. ST. PETER-GRIFFITH: 14 Q. Okay. 15 A. (Continuing) -- many, many years ago. 16 Q. What's your memory? 17 A. My memory was, I think as I already 18 stated, that we looked at the different 19 components of what Abbott could offer and do for 20 a customer from a home-care perspective, and 21 based on those components that we participated 22 in, we would establish a mech- -- a mechanism to</p>
<p style="text-align: right;">Page 417</p> <p>1 BY MS. ST. PETER-GRIFFITH: 2 Q. From -- from the perspective of -- 3 well, let me ask you this. That's a good 4 question. Let me divide this up. 5 For the contract pricing for the 6 products, who would set the contract pricing? 7 A. The contracting department would work 8 on trying to establish the relative size of the 9 customer and -- and the value and try to 10 determine appropriate price based on -- on those 11 types of criteria. 12 Q. Were you at all involved with -- with 13 that type of contract pricing determinations? 14 A. No, not -- not specifically, no. 15 Q. Okay. What about catalog pricing? 16 MS. TABACCHI: Object to the form. 17 BY MS. ST. PETER-GRIFFITH: 18 Q. Were you involved with catalog pricing? 19 A. No. 20 Q. Did catalog pricing -- how did catalog 21 pricing affect, if at all, your sale of the 22 subject drugs?</p>	<p style="text-align: right;">Page 419</p> <p>1 get paid for the services that we provided. 2 Q. Okay. But in addition to providing 3 services, would Abbott also sell product or 4 provide product on a consignment basis to its 5 home infusion consignment partners? 6 A. Well, I think we're saying the same 7 thing. That was part of the overarching -- they 8 -- consignment was just a mechanism of having the 9 product available when it was needed for the 10 compounding. 11 The service it was provided may have 12 been the compounding, or if they took that, it 13 was the other things that we were providing. 14 Q. Okay. 15 A. Having the product was a component of 16 that. 17 Q. Okay. So when you -- when you say 18 "services," you include within that the provision 19 of Abbott product, to the extent it was needed -- 20 A. It -- 21 Q. (Continuing) -- to provide -- 22 A. It could have been part of it.</p>

22 (Pages 416 to 419)

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# EXHIBIT 6

1 COURT OF COMMON PLEAS OF KANAWHA COUNTY,  
PENNSYLVANIA  
2 CIVIL DIVISION

3 STATE OF WEST VIRGINIA ex rel : No. 01-C-3011

4 DARRELL V. McGRAW, JR., :  
ATTORNEY GENERAL, :

5 :  
Plaintiffs :

6 :  
vs. :

7 :  
WARRICK PHARMACEUTICALS :  
8 CORPORATION, SCHERING-PLOUGH :  
CORPORATION, DEY, INC., ABBOTT:  
9 LABORATORIES and ABBOTT :  
LABORATORIES, INC., :

10 Defendants :

11

12 DEPOSITION OF JEFFREY BALZER

13 Taken in the offices of ERSA of

14 Allentown, 5050 Tilghman Street, Allentown,

15 Pennsylvania, on Tuesday, May 17, 2005, commencing at

16 10:40 a.m., by Stacy S. Kercher, Registered Merit

17 Reporter, Notary Public.

18

19

20

21

22 \* \* \*

23 ERSA OF ALLENTOWN  
Commerce Corporate Center  
5050 Tilghman Street  
24 Allentown, PA 18104  
(610) 366-7119  
25

1 an open discussion, like lunch table discussion.

2 Q. Who were your colleagues at the time?

3 A. Craig Smith, Ted Lyjack, Joe Sweeney,  
4 others from alternate site, we generally had lunch  
5 together as a group.

6 Q. And what was the substance of your  
7 conversation about AWP and the spread?

8 A. I was given an understanding that AWP  
9 stood for average wholesale price and that the spread  
10 referred to the difference between the AWP and the  
11 actual price that the end user facility would have  
12 paid for a product and that that was not a subject  
13 that -- I guess to paraphrase, the concept was, we  
14 don't go there.

15 Q. Was there any written instruction to that  
16 effect?

17 A. No.

18 Q. You say we don't go there, what did you  
19 mean by that?

20 A. That -- I understood that to mean that we  
21 don't discuss AWP in relation to our products and  
22 selling our products or contracting for our products  
23 or marketing.

24 Q. Did you ever look at the AWP's of these  
25 products?



1 A. I have -- I have on rare occasions seen  
2 an AWP, but we don't use it and I have no reason to  
3 be concerned with it. I didn't have a reason to be  
4 concerned with it in the work that I was doing.

5 Q. Well, if a customer said that the spread  
6 was important to them, why wouldn't that be a reason  
7 to pay attention to it?

8 MS. MAYER: Objection.

9 MS. CITERA: Objection to form.

10 A. May I answer?

11 Q. You can answer. Let me just tell you, if  
12 you haven't been told this, let me tell you that the  
13 ground rules for the deposition are basically that  
14 unless you are instructed not to answer by your  
15 attorney, you have to answer these questions.

16 A. Okay.

17 Q. If somebody has a problem with your being  
18 able to answer, I'm sure they will let us know and  
19 whatever action needs to be taken will be taken. But  
20 you can answer these questions, even when there is an  
21 objection. Though I think it would be helpful for  
22 the record is if you hear an objection, to stop  
23 talking so that you don't talk over the objection. I  
24 think that's kind of a useful thing for the court  
25 reporter.

1

2

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4 \_\_\_\_\_, 2005

5

6

7 I hereby certify that the evidence  
8 and proceedings are contained fully and accurately in  
9 the notes taken by me of the testimony of the within  
10 witness who was duly sworn by me, and that this is a  
11 correct transcript of the same.

12

13

14

15

16

\_\_\_\_\_  
Stacy S. Kercher, RMR  
Registered Merit Reporter  
Notary Public

17

18

19 The foregoing certification does not apply to any  
20 reproduction of the same by any means unless under  
the direct control and/or supervision of the  
certifying reporter.

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4 \_\_\_\_\_, 2005

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8 I have read the foregoing transcript of

9 my deposition and, with the changes noted, find it to

10 be complete and accurate.

11

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14 \_\_\_\_\_

15 RICHARD BALZER

16

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# EXHIBIT 7

UNITED STATES DISTRICT COURT  
DISTRICT OF MASSACHUSETTS

In re: PHARMACEUTICAL : MDL No. 1456  
INDUSTRY AVERAGE WHOLESALE : Civil Action No.  
PRICE LITIGATION : 01-12257-PBS  
-----:

THIS DOCUMENT RELATES TO: : Hon. Patti Saris  
:

United States of America, :  
ex rel. Ven-a-Care of the :  
Florida Keys, Inc., v. :  
Abbott Laboratories, Inc., :  
and Hospira, Inc. :  
CIVIL ACTION NO. 06-11337- :  
PBS :

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UNITED STATES DISTRICT COURT  
DISTRICT OF MASSACHUSETTS

In re: PHARMACEUTICAL : MDL No. 1456  
INDUSTRY AVERAGE WHOLESALE : Civil Action No.  
PRICE LITIGATION : 01-CV-12257-PBS  
-----:

THIS DOCUMENT RELATES TO: :

State of Arizona v. Abbott : Judge Patti B. Saris  
Labs., et al. :  
Civil Action No. :  
06-CV-11069-PBS :

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ORAL AND VIDEOTAPED DEPOSITION OF  
JEFFREY F. BALZER - VOLUME I  
MAY 3, 2007, 9:07 a.m.

HIGHLY CONFIDENTIAL

\*\*\*\*\*

1 **Q. So the bulk of your time was spent in**  
2 **connection with PBI, Omnicare, and Lincare?**  
3 A. Yes. 09:42  
4 **Q. Okay. Now, at some point while you were a** 09:42  
5 **national account manager did you pick up additional**  
6 **accounts or drop some of these?**  
7 A. Yes.  
8 **Q. When and who?** 09:42  
9 A. I began calling on Neighborcare. And I'm  
10 trying to remember when. That was in 2000 or 2001 I  
11 think. I'm not sure. I just don't remember.  
12 I did call on Walgreen's. And  
13 actually I think I may have called on Walgreen's 09:43  
14 earlier in my tenure in that position, and then I --  
15 then I was later not calling on them. And when that  
16 transition took place, 2001, you know, 2000 -- in  
17 probably the same time frame.  
18 And -- let's see. Let's see. And 09:43  
19 that I stopped calling on Omnicare in 2000 -- early in  
20 the 2000's, 2001, 2002. I'm sorry. I don't remember  
21 exact dates.  
22 **Q. That's okay. When you refer to**  
23 **Walgreen's, is there a particular division or aspect** 09:44  
24 **of their business with which you were connected?**  
25 A. We did have -- they -- they had some

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1 used more -- how shall I say. The -- there were  
2 different products that -- that they would use more  
3 frequently in Alternate Site versus the hospital. 09:46  
4 **Q. What came to be the primary products that** 09:46  
5 **you worked with?**  
6 A. Well, I was -- I was representing  
7 substantially, you know, sig -- you know, significant  
8 portion of the products in our catalogue. But we were 09:47  
9 selling IV solutions, administration sets, needle  
10 stick prevention systems, injectable drugs. IV --  
11 IV -- IV pumps, ambulatory pumps and what we call  
12 stationary pumps or pole-mounted pumps and their  
13 related administration sets. And that's substantially 09:47  
14 what we sold.  
15 **Q. Did you discuss with anyone at Abbott as**  
16 **you took over the position of national account manager**  
17 **the business model or the operational model of the**  
18 **customers that you would be calling on?** 09:48  
19 MS. CITERA: Objection to form.  
20 A. I don't recall necessarily discussing the  
21 business model. I went about looking into the types  
22 of contracts that we had with the customers and  
23 looking at how much business we had with the 09:48  
24 customers, and of course meeting with the customers.  
25 **Q. You looked at the existing contracts that**

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1 pharmacies that were involved in -- in home infusion I  
2 believe.  
3 **Q. What did you do to learn about Alternate** 09:44  
4 **Site Product Sales when you switched into that** 09:44  
5 **division?**  
6 A. I talked to my peers and talked to other  
7 people in Alternate Site, other employees of Alternate  
8 Site. And I talked to my boss. 09:45  
9 **Q. Who was your boss, sir?**  
10 A. My boss was Pete Baker.  
11 **Q. Does anything stand out in your mind that**  
12 **you learned about Alternate Site that seemed**  
13 **particularly different than Hospital Products** 09:45  
14 **Division?**  
15 MS. CITERA: Objection to form.  
16 A. Well, I saw a difference in that in the  
17 hos -- in the hospital -- in the hospital side of the  
18 business we were calling on hospitals, and so that the 09:45  
19 customers were different. We were calling on in  
20 Alternate Site home infusion companies and surgery  
21 centers and long-term care pharmacies and -- and other  
22 what we would call non-acute care or non-hospital  
23 types of facilities. 09:46  
24 So the customers were different.  
25 There were different products that were -- that were

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1 **Abbott had with the various accounts that were**  
2 **assigned to you?**  
3 A. Yes. 09:48  
4 **Q. Where did you look at those? Where did** 09:48  
5 **you find them?**  
6 A. They would be in contract files, or in the  
7 files that I would have inherited.  
8 **Q. Okay. What types of files did you** 09:49  
9 **inherit?**  
10 A. I don't know if this is what you're  
11 asking, but files in a file cabinet. Like, you know,  
12 paper files?  
13 **Q. Um-hum.** 09:49  
14 A. And --  
15 **Q. Divided up by customer? I mean were there**  
16 **folders that pertained for example to PBI?**  
17 A. Yes.  
18 **Q. And what types of documents were contained** 09:49  
19 **in the files that you inherited about your accounts?**  
20 A. It would be various different kinds of  
21 documents that would pertain to things that -- that  
22 the person responsible for that facility had been  
23 working on. And over what period of time I -- you 09:49  
24 know, I don't know, but. But whatever -- whatever was  
25 in the files that -- that were there at the time.

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10 (Pages 34 to 37)

1 **products that way?**  
2 MS. CITERA: Objection to the form.  
3 A. I didn't talk about it. We -- I was -- it 10:07  
4 was -- I was told this is not -- we don't use this in 10:07  
5 selling our products, and so I didn't.  
6 **Q. But since your customers cared about it,**  
7 **did you understand that it would have been helpful to**  
8 **have been allowed to talk about it? 10:08**  
9 MS. CITERA: Objection to form.  
10 A. I -- I really don't have an opinion on  
11 that. I -- we -- we didn't sell that way; we don't  
12 sell that way.  
13 **Q. That's not my question, sir. 10:08**  
14 A. And -- I'm sorry.  
15 **Q. My question is from the fact that your**  
16 **customers were asking you about it, did you have the**  
17 **impression that it could have been something helpful**  
18 **to you in selling to them? 10:08**  
19 A. Well, it --  
20 MS. CITERA: Objection to the form.  
21 A. It didn't matter to me. I didn't -- you  
22 know, we don't use that, so I don't -- I don't go  
23 there; I don't use that. And whether or not it's 10:08  
24 helpful, you know, it's not -- I didn't and don't sell  
25 that way.

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1 **Q. So you never formed an impression whether**  
2 **it would have been helpful to you in your job to have**  
3 **been able to respond to your customers' concerns? 10:08**  
4 A. No. I don't think so. 10:09  
5 MS. CITERA: Objection --  
6 **Q. You just didn't think about that?**  
7 MS. CITERA: Objection to the form.  
8 A. I never formed an opinion? Is that 10:09  
9 what -- I'm sorry.  
10 **Q. You just didn't think about whether it**  
11 **would have been helpful to be able to respond to them?**  
12 MS. CITERA: The same objection.  
13 A. No. 10:09  
14 **Q. Now, when you say that you were told that**  
15 **we don't go there, what did you understand the scope**  
16 **of that prohibition to include?**  
17 MS. CITERA: Objection to the form.  
18 A. That we don't talk about reimbursement and 10:09  
19 we don't use reimbursement in the way that we sell; we  
20 don't use it in marketing; and we sell our products  
21 based upon the quality and availability and the  
22 service we provide and the value we provide.  
23 **Q. Well, selling your products based on those 10:09**  
24 **factors is not necessarily inconsistent with**  
25 **addressing reimbursement issues, is it?**

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1 MS. CITERA: Objection to the form.  
2 A. I don't know.  
3 **Q. Did you ever ask anybody? 10:10**  
4 A. Not that I recall. 10:10  
5 **Q. Now, who was it as best you can recall who**  
6 **conveyed the information to you that we don't go**  
7 **there?**  
8 A. As I said, as I recall it was like a lunch 10:10  
9 table kind of discussion, and some of my peers and  
10 other colleagues from Alternate Site were there.  
11 VIDEOGRAPHER: Let me -- I need to  
12 interject at this point. I do need to change tapes.  
13 The time is 10:10 a.m., and this is the end of Tape 10:10  
14 Number 1.  
15 (A recess was taken.)  
16 VIDEOGRAPHER: We are back on video,  
17 and the time is 10:29 a.m., and this is the start of  
18 Tape Number 2. 10:29  
19 BY MS. THOMAS:  
20 **Q. Okay. Mr. Balzer, we have been making**  
21 **reference to a Mr. Pelanek at PBI, correct?**  
22 A. I believe it's Pelanek.  
23 **Q. Pelanek. Okay. And what is his first 10:30**  
24 **name, sir?**  
25 A. Paul.

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1 **Q. And what was his position at PBI when you**  
2 **were dealing with him?**  
3 A. He was a vice president, but I'm not sure 10:30  
4 what the balance of his title was. 10:30  
5 **Q. Okay. Do you recall ever having**  
6 **conversations with anyone else from PBI about**  
7 **reimbursement or spread?**  
8 A. I think the issue came up. I believe the 10:30  
9 issue came up, and -- I think probably came up, yes.  
10 **Q. In what context or with whom, sir?**  
11 A. I believe that it may have been mentioned  
12 by Bob Korenblat or Richard Bulich.  
13 **Q. I'm sorry. Who was the second name? 10:31**  
14 A. Richard Bulich.  
15 **Q. In what context that you can recall?**  
16 A. I don't really recall specifics, but I do  
17 remember explaining that -- that I would not engage in  
18 any conversations regarding reimbursement. 10:31  
19 **Q. But despite your efforts to tell these**  
20 **people that Abbott didn't talk about reimbursement,**  
21 **they continued to raise the issue with you on**  
22 **occasion?**  
23 MS. CITERA: Objection to form. 10:31  
24 A. The subject was -- was brought up, yes, on  
25 occasion.

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14 (Pages 50 to 53)



<p>1 ---- ---- -----</p> <p>2 -</p> <p>3 ---- ---- -----</p> <p>4 -</p> <p>5 ---- ---- -----</p> <p>6</p> <p>7</p> <p>8</p> <p>9</p> <p>10 _____, 2007</p> <p>11</p> <p>12</p> <p>13</p> <p>14</p> <p>15 I hereby certify that I have read</p> <p>16 the foregoing transcript of my testimony taken at the</p> <p>17 within deposition and find it to be true and correct.</p> <p>18</p> <p>19</p> <p>20</p> <p>21 _____</p> <p>22 JEFFREY F. BALZER</p> <p>23</p> <p>24</p> <p>25</p> <p style="text-align: right;">Page 242</p>	<p>1 Total: 06:00:17</p> <p>2</p> <p>3 BY MS. THOMAS: 04:43:29 (Q &amp; A testimony only)</p> <p>4 Total: 04:43:29</p> <p>5</p> <p>6</p> <p style="text-align: right;">Page 244</p>
<p>1</p> <p>2</p> <p>3</p> <p>4</p> <p>5</p> <p>6</p> <p>7</p> <p>8</p> <p>9 _____, 2007</p> <p>10</p> <p>11</p> <p>12 I hereby certify that the evidence</p> <p>13 and proceedings are contained fully and accurately in</p> <p>14 the notes taken by me of the testimony of the within</p> <p>15 witness who was duly sworn by me, and that this is a</p> <p>16 correct transcript of the same.</p> <p>17</p> <p>18</p> <p>19</p> <p>20 _____</p> <p>21 Steven R. Mack</p> <p>22 Registered Merit Reporter</p> <p>23 Notary Public</p> <p>24</p> <p>25 TIMEKEEPER REPORT</p> <p>Unknown: 00:03:17</p> <p>BY MS. THOMAS: 05:57:00 (Q &amp; A testimony and colloquy)</p> <p style="text-align: right;">Page 243</p>	

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# EXHIBIT 8

UNITED STATES DISTRICT COURT  
DISTRICT OF MASSACHUSETTS  
Case No. MDL No. 1456  
Civil Action No. 01-12257-PBS

In Re: PHARMACEUTICAL INDUSTRY  
AVERAGE WHOLESALE PRICE LITIGATION

-----  
IN THE DISTRICT COURT OF  
TRAVIS COUNTY, TEXAS  
Cause No. GV401286

THE STATE OF TEXAS

Ex rel.

VEN-A-CARE OF THE FLORIDA KEYS,  
INC.,

Plaintiffs

v.

ABBOTT LABORATORIES, INC., et al.,

Defendants.

Volume 1

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(Captions continue on next pages.)

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1 assume everyone signed the sign-up sheet. A lot of  
2 these people I didn't know, so it would be hard for  
3 me if I don't know somebody to know whether the  
4 name, you know, whether somebody just passed it and  
5 didn't sign in or not. There was certainly -- I  
6 have no reason to doubt that these people were all  
7 in there.

8 Q. Is there anybody on this list that you do  
9 -- that you did know prior to September of 1995  
10 other than your counsel and your colleagues at  
11 Ven-A-Care?

12 A. I had never met them, but I had had  
13 previous conversations with I know Larry Reed and  
14 Sue Gaston. I don't think there was anyone else  
15 that I'd had a prior conversation with other than  
16 those two.

17 Q. Tell me about your conversations with  
18 Larry Reed and Sue Gaston.

19 A. Sue Gaston, at this time, I don't know  
20 what she does now, she was in charge of determining  
21 the federal upper limit for Medicaid drugs, and  
22 Larry Reed was, I believe, her boss.

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1 Q. When did you speak to Ms. Gaston and Mr.  
2 Reed?

3 A. I spoke to Sue Gaston several times. I  
4 don't remember the dates or times. I think Larry  
5 Reed I may have had one or two conversations with  
6 prior to this meeting.

7 Q. What was the occasion for your speaking  
8 with Ms. Gaston and Mr. Reed?

9 A. It would have had to have done with the  
10 Medicaid payment for prescription drugs.

11 Q. Approximately how long before September of  
12 1995 did you first speak to Ms. Gaston or Mr. Reed?

13 A. I don't remember.

14 Q. Was it more than a year before this time?

15 A. With Sue Gaston, I'm fairly confident that  
16 it was probably several years prior.

17 Q. How did you come to speak to Ms. Gaston at  
18 HCFA?

19 A. I got her name and telephone number from  
20 somebody. I don't know how, but certainly I got  
21 her name and spoke to her.

22 Q. Why did you want to speak to Ms. Gaston?

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1 A. Like I say, it would have -- it would have  
2 had to do with issues regarding Medicaid prices or  
3 reimbursement for prescription drugs.

4 Q. What was your purpose for calling Ms.  
5 Gaston?

6 A. I don't remember exactly, whether I was  
7 seeking information, or whether I was wishing to  
8 give her information. I was probably asking her  
9 for information.

10 Q. What type of information were you asking  
11 from Ms. Gaston?

12 A. I think one of the questions that I was  
13 curious about was how she went about formulating  
14 the, or the methodology used in establishing the  
15 federal upper limit or FUL.

16 Q. Now, there were no FULs established for  
17 infusion drugs as I recall. Correct?

18 A. That's correct.

19 Q. Did you ask Ms. Gaston about that?

20 A. Yes. I can't remember her answer. And I  
21 also asked her who determines what drugs go on the  
22 federal upper limit, because to my knowledge I

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1 couldn't find any rules or regulations that  
2 articulated exactly how a drug got chosen to be on  
3 the federal upper limit. So I was curious as to  
4 what that process was. To the best of my  
5 knowledge, I think she said it was within her  
6 discretion.

7 Q. Did Ms. Gaston give any indication as to  
8 why she was exercising her discretion not to  
9 establish a federal upper limit for infusion drugs?

10 A. No.

11 Q. Do you have under -- did you have any  
12 understanding as this time about why it was that  
13 HCFA had not established a federal upper limit for  
14 infusion drugs?

15 A. No, I don't -- I don't know why they  
16 didn't.

17 Q. You said you had several conversations  
18 with Ms. Gaston. Do you recall approximately how  
19 many you had over the years?

20 A. Maybe two or three. Before this meeting.

21 Q. What would the earliest likely have been  
22 with her?

# EXHIBIT 9

Blackwell, Ron PORTIONS HIGHLY CONFIDENTIAL March 18, 2008  
Raleigh, NC

Page 1

UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF MASSACHUSETTS

- - - - -  
IN RE: PHARMACEUTICAL ) MDL NO. 1456  
INDUSTRY AVERAGE WHOLESALE ) CIVIL ACTION  
PRICE LITIGATION ) 01-CV-12257-PBS  
THIS DOCUMENT RELATES TO )  
U.S. ex rel. Ven-A-Care of ) Judge Patti B. Saris  
the Florida Keys, Inc., )  
vs. ) Chief Magistrate  
Abbott Laboratories, Inc., ) Judge Marianne B.  
No. 06-CV-11337-PBS ) Bowler  
- - - - -

PORTIONS HIGHLY CONFIDENTIAL  
Video Deposition of RON BLACKWELL  
(Taken by Plaintiffs)  
Raleigh, North Carolina  
March 18, 2008

Reported by: Marisa Munoz-Vourakis -  
RMR, CRR and Notary Public

Blackwell, Ron PORTIONS HIGHLY CONFIDENTIAL March 18, 2008  
Raleigh, NC

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<p>1 Q. What's a price differential?</p> <p>2 MR. SCANNAPIECO: Objection, form.</p> <p>3 A. I don't know.</p> <p>4 Q. Is it a difference in price?</p> <p>5 MR. SCANNAPIECO: Objection, form.</p> <p>6 A. It's just an assumption. I don't know.</p> <p>7 Q. You've never used the term?</p> <p>8 A. Yes.</p> <p>9 Q. You have?</p> <p>10 A. Yes.</p> <p>11 Q. And in what context have you used it?</p> <p>12 A. The context that I've used price</p> <p>13 differential is when a customer is paying this,</p> <p>14 and then in order for me to gain the business, I</p> <p>15 need to have the price at this.</p> <p>16 When a customer's price is this, and in</p> <p>17 order for me to gain the business or have a</p> <p>18 viable option of gaining the business, the price</p> <p>19 needs to be this, and that will be the price</p> <p>20 differential.</p> <p>21 Q. So price differential no longer exists</p> <p>22 means there's no difference in price?</p>	<p>1 Q. An airline ticket from Raleigh to</p> <p>2 Washington D.C. on American, is the same price</p> <p>3 ticket to US Air, why wouldn't they be the same</p> <p>4 in a competitive market?</p> <p>5 MR. SCANNAPIECO: Objection, form.</p> <p>6 A. You are going to find some prices that</p> <p>7 are similar, and you are going to find some price</p> <p>8 that are going to be different. But all in all,</p> <p>9 there's no price differences. So my assumption</p> <p>10 is there are price differences between the</p> <p>11 BBraun, McGard, Baxter and Abbott.</p> <p>12 Q. But you are all selling Vancomycin, for</p> <p>13 example?</p> <p>14 A. Yes.</p> <p>15 Q. And Vancomycin is a generic drug, is</p> <p>16 that correct?</p> <p>17 A. Yes.</p> <p>18 Q. So it's the same product that all of</p> <p>19 you are selling, is that correct?</p> <p>20 A. Yes.</p> <p>21 Q. At core, it does the same thing? No</p> <p>22 one's Vancomycin is better than someone else's</p>
Page 219	Page 221
<p>1 MR. SCANNAPIECO: Objection, form.</p> <p>2 A. I don't know.</p> <p>3 Q. Well, was there a difference in price</p> <p>4 in the products that you sold versus the Baxter</p> <p>5 and BBraun, as you identified as your competitors</p> <p>6 earlier?</p> <p>7 A. I believe there is differences.</p> <p>8 Q. There were differences in price?</p> <p>9 A. Yes.</p> <p>10 Q. And whose prices were lower?</p> <p>11 A. I don't know.</p> <p>12 Q. But you knew there was a difference in</p> <p>13 price?</p> <p>14 A. Yes.</p> <p>15 Q. How did you know?</p> <p>16 A. It's just an assumption, knowing that</p> <p>17 competitors can be having different price on</p> <p>18 different items than Abbott. So it's just a mere</p> <p>19 assumption.</p> <p>20 Q. Well, why wouldn't you assume that the</p> <p>21 prices were the same?</p> <p>22 A. That's just not the way things operate.</p>	<p>1 Vancomycin, correct?</p> <p>2 MR. SCANNAPIECO: Objection, form.</p> <p>3 A. That's my assumption.</p> <p>4 Q. Well, if you are selling to a customer,</p> <p>5 for example, you are not saying Abbott's</p> <p>6 Vancomycin is better than Baxter's Vancomycin,</p> <p>7 for example? It's not the quality of the</p> <p>8 product, is it?</p> <p>9 MR. SCANNAPIECO: Objection to form.</p> <p>10 A. Not specifically the quality of the</p> <p>11 product, no.</p> <p>12 Q. Well, what do you mean then?</p> <p>13 A. There are some differences between the</p> <p>14 products that Abbott provided and the</p> <p>15 competition.</p> <p>16 Q. But let's look at one specific kind of</p> <p>17 drug, for example, Vancomycin. What would the</p> <p>18 differences be?</p> <p>19 A. Packaging is one. Customer service is</p> <p>20 another. Reliability, having the product at the</p> <p>21 right time and place is another. Bar coding of</p> <p>22 our products versus the competition is another.</p>

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Blackwell, Ron PORTIONS HIGHLY CONFIDENTIAL March 18, 2008  
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<p>1 Sales representation, follow up is another. 2 There's a lot of factors out there. 3 Q. Would it be fair to say a lot of those 4 are customer service related kinds of issues as 5 opposed to the functionability of the product 6 itself? 7 MR. SCANNAPIECO: Objection to form. 8 A. I think it would be fair to say that a 9 lot of it is customer service. 10 Q. Did you have pharmacies as customers as 11 well? 12 A. Yes. 13 MR. SCANNAPIECO: Objection to form. 14 MS. YAVELBERG: I'm sorry? 15 MR. SCANNAPIECO: I objected to form. 16 MS. YAVELBERG: What's the objection? 17 MR. SCANNAPIECO: It's vague as what 18 you mean by pharmacies. There are multiple 19 channels and trades that may contain that. It's 20 not clear if you are asking about a specific 21 channel of trade or a concept of pharmacies. 22 Q. Did you have a specific channel of</p>	<p>1 A. No. 2 Q. Did they call them modules? 3 A. No. 4 Q. What were they called? 5 A. I don't know. 6 Q. Did you have to complete a certain 7 number of different kinds of trainings? 8 A. Yes. 9 Q. And what were those segments of 10 training called? 11 A. I don't know. I don't recall the word 12 modules. I mean, it may have been called 13 modules, but it's almost like a checklist of 14 things that I had to get done in terms of 15 training. 16 Q. It was or it was not? 17 A. It was a checklist. 18 Q. It was a checklist of things you had to 19 get done? 20 A. Yes, but whether it was called modules, 21 I don't know. 22 Q. As to this document specifically, I</p>
Page 223	Page 225
<p>1 trade that constituted pharmacies? 2 A. There was multiple market channels that 3 had pharmacies a part of it. 4 Q. Can you give me an example? 5 A. Long term care, home care, oncology, 6 all three of those market channels had pharmacies 7 associated with it. 8 MS. YAVELBERG: I ask the court 9 reporter to mark the next Exhibit No. 15. 10 (The document referred to was 11 marked Plaintiff's Exhibit Blackwell 015 for 12 identification.) 13 Q. We had talked earlier about different 14 kinds of training that you received. Do you 15 remember that? 16 A. Yes. 17 Q. And one of them was on selling skills. 18 Do you remember that? 19 A. Yes. 20 Q. This is called, the title of this 21 document Skills Module. Would that be a typical 22 name for courses that you took through Abbott?</p>	<p>1 don't recall, did you say you recognized it or 2 not? 3 A. I don't recognize this. 4 Q. Do you see at the bottom at the very 5 back of the page: D:/New Hire Selling 6 Injectables.doc? Do you see that there? 7 A. Yes. 8 Q. Does that help your recollection as to 9 whether or not you might have received this 10 training? 11 A. No. 12 Q. Whether or not you recall this document 13 specifically, did you receive training on selling 14 injectables in the alternate site market? 15 A. Yes. 16 Q. And who would have conducted that 17 training? 18 A. National sales training. 19 Q. And would that have been at that annual 20 conference or something else? 21 A. Almost immediately after hire date into 22 the sales force, all within the first three</p>

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Blackwell, Ron PORTIONS HIGHLY CONFIDENTIAL March 18, 2008  
Raleigh, NC

<p style="text-align: right;">Page 310</p> <p>1 your supervisor?</p> <p>2 A. No.</p> <p>3 Q. Or, you know, worried, oh, I better not</p> <p>4 get caught, I'm putting it in here?</p> <p>5 A. No.</p> <p>6 Q. So you didn't think at the time that</p> <p>7 that violated company policy?</p> <p>8 A. No, I didn't.</p> <p>9 MS. YAVELBERG: Okay. I have no more</p> <p>10 questions, and I can pass the witness.</p> <p>11 MR. SCANNAPIECO: I don't have any</p> <p>12 questions.</p> <p>13 THE VIDEOGRAPHER: That's the end of</p> <p>14 tape No. 6 of this deposition --</p> <p>15 MR. SCANNAPIECO: Hold on, sorry. For</p> <p>16 the record, I just want to make the designation</p> <p>17 of the deposition.</p> <p>18 Just for the record, Abbott wants to</p> <p>19 advise that it requests, it will be requesting</p> <p>20 that portions of the transcript and/or exhibits</p> <p>21 to the deposition of Ron Blackwell containing one</p> <p>22 or more of the following types of information:</p>	<p style="text-align: right;">Page 312</p> <p>1 CERTIFICATE</p> <p>2 I, Marisa Munoz-Vourakis, RMR, CRR and Notary Public,</p> <p>3 the officer before whom the foregoing proceeding was</p> <p>4 conducted, do hereby certify that the witness(es) whose</p> <p>5 testimony appears in the foregoing proceeding were duly</p> <p>6 sworn by me; that the testimony of said witness(es) were</p> <p>7 taken by me to the best of my ability and thereafter</p> <p>8 transcribed under my supervision; and that the foregoing</p> <p>9 pages, inclusive, constitute a true and accurate</p> <p>10 transcription of the testimony of the witness(es).</p> <p>11 I do further certify that I am neither counsel for,</p> <p>12 related to, nor employed by any of the parties to this</p> <p>13 action in which this proceeding was conducted, and</p> <p>14 further, that I am not a relative or employee of any</p> <p>15 attorney or counsel employed by the parties thereof, nor</p> <p>16 financially or otherwise interested in the outcome of the</p> <p>17 action.</p> <p>18 IN WITNESS WHEREOF, I have hereunto subscribed my name</p> <p>19 this of , 2008.</p> <p>20 MARISA MUNOZ-VOURAKIS</p> <p>21 Notary #20032900127</p> <p>22</p>
<p style="text-align: right;">Page 311</p> <p>1 Information about his individual financial</p> <p>2 holdings; any specifics as to his actual</p> <p>3 reimbursement from Abbott and any references to</p> <p>4 like his level of performance, his address and</p> <p>5 other personal identifying information, be marked</p> <p>6 highly confidential, and Abbott will provide</p> <p>7 those designations to the parties when the</p> <p>8 attorney asks.</p> <p>9 THE VIDEOGRAPHER: That concludes this</p> <p>10 deposition of Mr. Blackwell, and it is the end of</p> <p>11 tape No. 6. We are off the record at 4:22.</p> <p>12 (Whereupon the deposition was</p> <p>13 concluded at 4:22 p.m.)</p> <p>14 (Signature reserved.)</p> <p>15</p> <p>16 _____</p> <p>17 RON BLACKWELL</p> <p>18 SUBSCRIBED AND SWORN to before me this _____</p> <p>19 day of _____, 2008.</p> <p>20</p> <p>21 _____</p> <p>22 NOTARY PUBLIC</p> <p>My Commission expires: _____</p>	

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# EXHIBIT 10

Bukaty, Kelly R.

CONFIDENTIAL  
Chicago, IL

March 19, 2008

Page 1

IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF MASSACHUSETTS

-----X  
In re: PHARMACEUTICAL ) MDL NO. 1456  
INDUSTRY AVERAGE WHOLESALE ) CIVIL ACTION  
PRICE LITIGATION ) 01-CV-12257-PBS  
-----X

THIS DOCUMENT RELATES TO: )  
United States of America, ex )  
rel. Ven-A-Care of the )  
Florida Keys, Inc. v. Abbott )  
Laboratories, Inc., CIVIL )  
ACTION NO. 06-11337-PBS )  
-----X

(CAPTIONS CONTINUED ON FOLLOWING PAGE)

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Videotaped Deposition of KELLY R. BUKATY,  
at 77 West Wacker Drive, Chicago, Illinois,  
commencing at 9:00 a.m. on Wednesday, March 19,  
2008, before Donna M. Kazaitis, RPR, CSR No.  
084-003145.

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Bukaty, Kelly R.

CONFIDENTIAL

March 19, 2008

Chicago, IL

<p style="text-align: right;">Page 30</p> <p>1 caution the witness not to disclose any</p> <p>2 communications between attorney and client.</p> <p>3 THE WITNESS: Just that I've been asked</p> <p>4 these questions relative to reimbursement.</p> <p>5 BY MR. ANDERSON:</p> <p>6 Q. Which questions?</p> <p>7 MR. DEMONTE: If I may, are you asking</p> <p>8 the subject matter in which, I mean I can</p> <p>9 represent to you that during our preparation</p> <p>10 sessions we generally discussed issues that are</p> <p>11 related to this case. But anything specific --</p> <p>12 MR. ANDERSON: Well, I'll back up.</p> <p>13 BY MR. ANDERSON:</p> <p>14 Q. Are you talking about you were asked</p> <p>15 questions by your attorney?</p> <p>16 A. Well, just the questions that were read</p> <p>17 to me from the Subpoena, if I'm understanding the</p> <p>18 question correctly.</p> <p>19 Q. Well, I'm not necessarily asking about</p> <p>20 questions in a Subpoena, ma'am, and I'm not</p> <p>21 asking about questions necessarily that your</p> <p>22 lawyer asked you.</p>	<p style="text-align: right;">Page 32</p> <p>1 THE WITNESS: "Provider" meaning?</p> <p>2 BY MR. ANDERSON:</p> <p>3 Q. Do you know what a provider is in the</p> <p>4 medical field?</p> <p>5 A. "Provider" meaning the physician? I</p> <p>6 need you to clarify.</p> <p>7 Q. Well, are you familiar with providers?</p> <p>8 MR. DEMONTE: Objection.</p> <p>9 THE WITNESS: I need you to clarify</p> <p>10 what you mean. "Provider" can mean a lot of</p> <p>11 things.</p> <p>12 BY MR. ANDERSON:</p> <p>13 Q. In your work in the pharmaceutical</p> <p>14 industry, what do you understand by the term</p> <p>15 "provider"?</p> <p>16 A. I mean I'm speculating that what you're</p> <p>17 asking me is "provider" meaning physician or a</p> <p>18 caregiver.</p> <p>19 Q. Have you also known that pharmacies are</p> <p>20 referred to as providers?</p> <p>21 A. I guess I really didn't think of them</p> <p>22 that way, no.</p>
<p style="text-align: right;">Page 31</p> <p>1 I'm asking you what knowledge today do</p> <p>2 you have about pharmaceutical reimbursement?</p> <p>3 A. I guess I would say I really don't.</p> <p>4 Q. You don't have any knowledge</p> <p>5 whatsoever?</p> <p>6 MR. DEMONTE: Objection to the form.</p> <p>7 THE WITNESS: I mean until this came</p> <p>8 up, no. That was not something that was in my</p> <p>9 vocabulary as part of my role at Abbott</p> <p>10 Laboratories.</p> <p>11 BY MR. ANDERSON:</p> <p>12 Q. From the beginning of your employment</p> <p>13 with Abbott in 1992 through 2007, did you gain</p> <p>14 any understanding about pharmaceutical</p> <p>15 reimbursement?</p> <p>16 MR. DEMONTE: Objection to the form.</p> <p>17 THE WITNESS: No.</p> <p>18 BY MR. ANDERSON:</p> <p>19 Q. Do you have any understanding about</p> <p>20 providers' interest in pharmaceutical</p> <p>21 reimbursement?</p> <p>22 MR. DEMONTE: Objection to the form.</p>	<p style="text-align: right;">Page 33</p> <p>1 Q. From 1992 through 2007 while working</p> <p>2 for Abbott and then Hospira, did you gain any</p> <p>3 understanding that pharmacies were interested in</p> <p>4 pharmaceutical reimbursement?</p> <p>5 MR. DEMONTE: Objection to the form.</p> <p>6 THE WITNESS: No. I guess I wasn't,</p> <p>7 no, I'll say no.</p> <p>8 BY MR. ANDERSON:</p> <p>9 Q. You hesitated a little bit. Why is</p> <p>10 that?</p> <p>11 MR. DEMONTE: Objection to the form.</p> <p>12 THE WITNESS: I just wanted to think</p> <p>13 through my answer.</p> <p>14 BY MR. ANDERSON:</p> <p>15 Q. What would you say are the attributes</p> <p>16 of a good Alternate Site sales representative?</p> <p>17 MR. DEMONTE: Objection to the form.</p> <p>18 THE WITNESS: I'd say they have to be</p> <p>19 good listeners, they need to have mastered the</p> <p>20 product knowledge, professional persistence. I</p> <p>21 guess those are the three that come to mind.</p> <p>22 BY MR. ANDERSON:</p>

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